

**U.S. Department of Agriculture  
Agricultural Research Service**

**MATERIAL TRANSFER AGREEMENT**

This Agreement is authorized by the Federal Technology Transfer Act and is governed by its terms.

**PARTIES:**

ARS:                   USDA, ARS, Area  
                          Research Unit  
                          Address  
                          City, State Zip  
                          Tel: Telephone # of Scientist  
                          FAX: FAX # of Scientist  
                          E-mail: Scientist E-mail Address

Provider:            Company/ University Name  
                          Address  
                          City, State Zip

Provider's Scientist: Name  
                                  Tel: Company/University Scientist's Telephone #  
                                  FAX: Company/ University Scientist's FAX #  
                                  E-mail: Company/University Scientist's E-mail  
                          Address

**PURPOSE:**

To provide ARS with Give the amount and description of the specific material ARS will receive, and associated know how, hereinafter collectively referred to as the Material.

The Material is released to ARS under the following conditions:

1.     The Material shall only be used for: Describe the specific research purpose for which ARS will use this material.
2.     ARS shall not transfer the Material, in whole or in part, to a third party without the express written consent of Provider. Any third party requesting a sample shall be referred to Provider.
3.     The Material shall remain the property of Provider and shall not be used for commercial or profit making purposes.
4.     ARS shall keep Provider informed of the results obtained through use of the Material, provide Provider with a copy of any manuscript that describes the work with the Material

prior to submission for publication, and acknowledge Provider's contribution to the work reported.

5. Provider shall not in any way state or imply that this Agreement or the results of this Agreement is an endorsement by ARS of its organizational units, employees, products, or services; except to the extent permission is specifically granted by an authorized representative of ARS.
6. The Parties acknowledge and agree to comply with all applicable laws and regulations of the Animal Plant Health and Inspection Service, the Center for Disease Control, and/or Export Control Administration pertaining to possession or transference of technical information, biological materials, pathogens, toxins, genetic elements, genetically engineered microorganisms, vaccines, and the like.
7. ARS shall assume sole responsibility for any claims or liabilities that may arise as a result of ARS' use of the Material.
8. Material shall be returned, destroyed, or otherwise disposed of, as instructed by Provider, no later than the expiration of this Agreement.
9. ARS shall meet with Provider's representative(s) to determine inventorship if an invention should arise during ARS' work with the Material.
10. The provisions of this Agreement are to be deemed severable and the invalidity, illegality or unenforceability of one or more of such provisions shall not affect the validity, legality or enforceability of the remaining provisions.
11. Confidentiality:
  - a. ARS shall not disclose Material marked "Confidential" or "Proprietary" to anyone third party nor use such Confidential Information for any purpose other than that given above without Provider's written permission.
  - b. ARS shall use the same degree of care to protect Confidential Information received under this Agreement as it uses to protect its own information of a similar nature, but in any event not less than reasonable care under the circumstances.
  - c. The Confidential Information shall be excluded from confidentiality if ARS can demonstrate that (a) it had possession of the information prior to disclosure, or (b) the information generally is available to the public at the time of disclosure, or becomes generally available, after disclosure, through no fault of ARS; or (c) ARS receives the information from a third party having the right to the information and who does not impose confidentiality, or (d) ARS developed the material /information independently.

- d. It shall not be a breach of this Agreement if ARS is required to disclose the Confidential Information by a valid order of a court or other government body, or as otherwise required by law, or as necessary to establish the rights of either party under this Agreement; PROVIDED THAT ARS shall provide prompt prior notice thereof to Provider to enable Provider to seek a protective order or otherwise prevent such disclosure, and PROVIDED FURTHER THAT the Confidential Information otherwise shall continue to be confidential.
  - e. ARS will treat all information generated or gathered under this agreement in accordance with the Freedom of Information Act.
- 12. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind each of the parties to this Agreement.
  - 13. ARS is an agency of the U.S. Government and any rights or obligations created under this Agreement are freely transferable within the U.S. Government and shall not be deemed a "transfer."
  - 14. If the Parties hereto decide, at some future date, to engage in a cooperative research project or program using the Material, a formal Cooperative Research and Development Agreement, or other research Agreement, must be negotiated and entered into between the Parties.
  - 15. This Material Transfer Agreement shall be construed in accordance with United States of America Federal Law as interpreted by the Federal Courts in the District of Columbia.
  - 16. Either party may unilaterally terminate this entire Agreement at any time by giving the other party written notice not less than sixty (60) calendar days prior to the desired termination date.

This Material Transfer Agreement shall become effective upon date of final signature and shall continue in effect for a period of **insert the term of the Agreement - one (1) to five (5) years**; provided, however, that the obligations assumed by ARS, regarding the maintenance of confidentiality, under this Agreement shall remain in effect for two (2) years from the expiration of this Agreement.

**ACCEPTED FOR THE AGRICULTURAL RESEARCH SERVICE**

\_\_\_\_\_  
Signature (Technology Transfer Coordinator)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

**ACCEPTED FOR THE COOPERATOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

\*\*\*\*\*  
\*\*\*\*\*

**By signing below, the ARS Scientist and ARS Research Leader acknowledge that they have read, understood, and agreed to the terms and conditions of this Agreement.**

\_\_\_\_\_  
Signature (ARS Scientist)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature (ARS Research Leader)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name